

Gardens of the Bay Area with the San Diego Horticultural Society

May 17-20, 2012

Terms & Conditions

This information is important. Please read it carefully. Submission of an online or printed Booking Form along with payment of required trip deposit indicates you have read and expressly agree to these Terms and Conditions. If there is something that you do not understand please ask us about it!

Reservations and Payments – A non-refundable deposit of \$200 per person is required at the time of booking. Written confirmation will be provided upon receipt of this deposit. The balance of payment will be due 60 days before departure. ALL guests must be members in good standing of the San Diego Horticultural Society to join this tour.

Number of Guests: A maximum of 42 guests can be accommodated. A minimum of 35 guests are required to operate the tour at the quoted price. Purchase of non-refundable services outside of the tour itinerary (such as airline tickets) before minimum number of guests have registered is at the sole risk and expense of the guest.

Cancellations – All cancellations must be made in writing. As noted, final payment is due 60 days prior to departure and is non-refundable. Accordingly we strongly recommended that you purchase appropriate cancellation insurance.

Hotels – Hotels are shown on your itinerary. Sterling Tours reserves the right to change any hotel due to any circumstance---the substitute will be of equal or higher quality.

Scheduled Activities – Every effort will be made to provide such services as listed, but where unavoidable circumstances necessitate changes, the best substitute alternatives will be made at the discretion of Sterling Tours, the local escort, or the ground operator without financial compensation to tour members.

Service Fees, Tips & Taxes – Today there are frequently service charges and taxes imposed by hotels, suppliers, and governments. These fees and taxes are included to the extent possible, but where pre-payment is not possible the amounts concerned must be paid locally by tour members. Tips to your motorcoach drivers are not included and are left to your discretion.

Baggage – Sterling Tours is not responsible for loss, theft or damage to your baggage---travel insurance is strongly recommended to protect against loss. Guests are responsible for airline and government-imposed baggage regulations and fees.

Exclusions – Your arrangements exclude baggage handling, excess baggage charges, items of a personal nature such as laundry, communication expenses, room service, meals not specified in your itinerary, gratuities to drivers, optional sightseeing and other excursions, and any items not listed in your documents.

Travel and Trip Cancellation Insurance – We strongly recommend that you purchase Travel Insurance.

Responsibility Clause – ***SterlingTours*** (Operator), **James Bishop, Scott Borden, the San Diego Horticultural Society**, and or their agents or representatives, act only as agents for the various companies involved in providing services. They assume no responsibility or liability in connection with the service of any means of conveyance which may be used either whole or in part in the performance of its duty to the passenger. Likewise they will not be responsible for any act, error or omission or for any personal injury, damage, loss, accident, delay, irregularity or inconvenience which may be occasioned by reason of any defect in any vehicles, or through any act, neglect or default, or any company or person engaged in carrying out the purpose for which tickets or coupons are issued, whether negligent or not, including, but not limited to, any act of God, terrorism or war. In the event it becomes necessary or advisable for the comfort or well-being of passengers, or for any reason whatsoever, to alter itinerary or arrangements, such alterations may be made without penalty to Operator. The right is reserved to withdraw any or all tours should conditions warrant, also to decline to accept or retain passengers as members of the tour. Legal proceedings against the Operator may be instituted only in a State or Federal Court within the County of San Diego, State of California, and any claim involved in such proceedings shall be decided in the County of San Diego, State of California. Any legal proceedings against Operator must be commenced within one year following the date of tour completion. Neither the Operator nor James Bishop, nor Scott Borden, nor the San Diego Horticultural Society shall in any case be liable for compensatory damages, and you hereby waive any right to punitive damages.

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